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4 BILL NO. S-77-07-26

5 SPECIAL ORDINANCE NO. S-

158-77

6 AN ORDINANCE approving an Real Estate  
7 Sale and Purchase Contract between Cities  
8 Service Oil Company and the Board of  
9 Public Works and the City of Fort Wayne.

10 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT  
11 WAYNE, INDIANA:

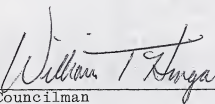
12 SECTION 1. That the Contract for Sale and Purchase of  
13 Real Estate dated July 1, 1977, between the City of Fort Wayne,  
14 by and through its Mayor and the Board of Public Works and Cities  
15 Service Oil Company, for:

16 Lots 214 and 215 together with the South 20 feet  
17 of Lot 213, all in Lewis Addition to the City of  
18 Fort Wayne, Indiana,

19 for a total cost of \$18,250.00, all as more particularly set forth  
20 in said contract which is on file in the Office of the Board of  
21 Public Works and is by reference incorporated herein, made a part  
22 hereof and is hereby in all things ratified, confrimed and approv-  
23 ed.

24 SECTION 2. This Ordinance shall be in full force and  
25 effect from and after its passage and approval by the Mayor.

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\_\_\_\_\_  
Councilman

APPROVED AS TO FORM  
AND LEGALITY,

  
\_\_\_\_\_  
CITY ATTORNEY

Read the first time in full and on motion by Jung, seconded by Hunter, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATE: 7-26-77

Charles W. Whitman  
CITY CLERK

Read the third time in full and on motion by Jung, seconded by Stier, and duly adopted, placed on its passage.  
PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u>1</u>	_____	_____	_____
<u>BURNS</u>	_____	<u>✓</u>	_____	_____	_____
<u>HINGA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>✓</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>✓</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 8-9-77

Charles W. Whitman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as  
(ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE  
(RESOLUTION) No. S-158-77 on the 9th day of August, 1977  
ATTEST: (SEAL) \_\_\_\_\_

Charles W. Whitman  
CITY CLERK

John Nuckols  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of August, 1977 at the hour of 1:00 o'clock P M., E.S.T.

Charles W. Whitman  
CITY CLERK

Approved and signed by me this 16th day of August, 1977  
at the hour of 8:30 o'clock \_\_\_\_\_ M., E.S.T.

Robert Elumstrong  
MAYOR

Bill No. S-77-07-26

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance  
approving an Real Estate Sale and Purchase Contract between Cities Service  
Oil Company and the Board of Public Works and the City of Fort Wayne

have had said Ordinance under consideration and beg leave to report back to the Common

Council that said Ordinance DO PASS.

WILLIAM T. HINGA - CHAIRMAN

JAMES S. STIER - VICE CHAIRMAN

VIVIAN G. SCHMIDT

PAUL M. BURNS

FREDRICK HUNTER

*William T. Hinga*

*James S. Stier*  
*Vivian G. Schmidt*

*Paul M. Burns*  
*Fredrick Hunter*

CONCURRED IN

DATE 8-27-77 CHARLES W. WESTERMAN, CITY CLERK

REAL ESTATE SALE AND PURCHASE CONTRACTProperty No. 13-003-0021831 Lafaye HcFort Wayne, Indiana

THIS CONTRACT made and entered into as of the date of last execution as appears below, by and between Cities Service Oil Company, Cities Service Building, P. O. Box 300, Tulsa, Oklahoma 74102, hereafter referred to as "Seller", and Board of Public Works, City of Fort Wayne, a Indiana Corporation

having a mailing address of 2 Harding / Dahm Co. 1400 Lincoln Bank Tower in the

City (Town) of Fort Wayne State of Indiana, Zip Code of 46802, hereafter referred to as "Buyer", whether one or more.

1. Upon the terms and conditions that follow and for a price of Eighteen thousand two

hundred-fifty Dollars (\$18,250<sup>00</sup>) Seller agrees to sell, deliver and convey by special warranty deed, as more particularly hereafter provided, and the Buyer agrees to purchase and to accept conveyance by such deed, the premises described at the foot hereof and Buyer herewith deposits with Seller the sum of Eighteen hundred twenty-five Dollars (\$1,825<sup>00</sup>) to be applied on such purchase price or to be returned, as more particular hereafter provided.

2. Seller shall promptly make available to Buyer such evidence of title (abstract, copy of title policy) as Seller may have, without obligation to continue or bring same to date, or Seller will notify Buyer of the absence of such documents. Such documents as placed with Buyer shall be promptly returned if for any reason the sale and purchase is not completed. Within 30 days after receiving such documents of title or the aforesaid notice relative thereto, Buyer shall at Buyer's cost complete such title examination as deemed necessary and give written notice to Seller of any defects rendering title unmarketable or of approval of title. Seller shall have 30 days after notice to cure any title defects. If Seller is unable or unwilling to cure title defects, Buyer may upon written notice to Seller, terminate this contract, whereupon Seller shall promptly refund the deposit and the contract shall stand cancelled and neither party shall have recourse against the other as to any matter relating to or growing out of the contract. Buyer shall have the right to waive any title defects and to accept such title and property subject to defects, without reduction or abatement of the purchase price.

3. Transfer of title shall take place within 30 days following Seller's tendering of a good and merchantable title or the approval of title by Buyer within the time limits above specified and such closing shall be held within the County where the premises are located at such time and place as Seller specifies in written notice to Buyer. Conveyance by special warranty deed shall be made subject to any condition which an inspection of the premises and an accurate survey may show and to covenants, restrictions and easements of records. Current taxes, water and sewer charges shall be apportioned as of the date of closing of title and if the amount of the taxes for the current year are unknown at the time of closing, such taxes shall be apportioned based on the taxes assessed for the prior year. The deposit made to Seller hereunder shall be applied to the purchase price and the remaining balance shall be paid by Buyer by cashier's or certified check on delivery of deed. Buyer shall be given possession at the time of such closing.

4. If Buyer defaults hereunder, the deposit shall be forfeited and retained by Seller as liquidated damages and this contract shall stand cancelled and of no further force or effect. Seller shall not have other or further recourse against Buyer.

5. The following Riders are attached and made a part hereof: (cross out those not applicable)

a) Rider I - Sale of Personal Property - Bill of Sale and Release of Liability.

~~b) Rider II - Tenant in Possession - Sale of Purchase Conditional Upon Obtaining Possession.~~

~~c) Rider III - Cancellation with Branded Dealer of Station Lease, Products Agreement, etc.~~

~~d) Rider IV - Sale and Purchase - Conditional on Seller's Purchase From Its Landlord.~~

~~e) Rider V - Permission for Making Survey.~~

~~f) Rider VI - Sale and Purchase Conditional on Obtaining Permits~~

~~g) Rider VII - Determination of Violations of Governmental Laws, Rules and Regulations.~~

~~h) Rider VIII - Sale and Purchase Conditional Upon Approval by Jenney and/or Department of Justice.~~

~~i) Rider IX - Waiver of Entitlements.~~

INITIAL



j) Rider X - Restriction Prohibiting Use for Sale or Storage of Petroleum Products.

k) Rider XI - Buyer to Secure Fire and Extended Coverage Insurance.

l) Rider XII - Others.

6. This instrument shall not be effective as a contract until duly signed by both Seller and Buyer and until thus executed shall constitute an offer by the first party executing same for the sale or purchase of the premises as the case may be, which offer shall be effective and irrevocable for a period of 60 days from the date of execution by such first party as such date appears below the signature of such party. Execution by the other party and depositing in the mail such a copy of this instrument addressed to the first party executing same at the address as set out above, or delivering same to said party at such address, within such time period shall constitute acceptance of such offer and the making of a valid contract between the parties. In the absence thereof, the offer shall terminate at the expiration of said 60 days, and any deposit made hereunder shall be promptly returned.

7. This instrument, including the attached Riders as provided in Paragraph 5, if any, constitutes the entire contract between the parties. Any oral conditions, representations or understandings by or between the parties at variance with or in addition to that contained in this instrument are void and of no effect.

8. This contract shall not be assignable by Buyer without the prior written consent of Seller.

9. Notices under this contract shall be deemed to be duly given if in writing, mailed, telegraphed or delivered to the premises of the other party at such party's address appearing at the beginning of this contract or at such other place as such party shall hereafter designate by written notice.

IN WITNESS WHEREOF the SELLER and BUYER have executed this instrument, in duplicate on the date as appears below their respective signatures.

SELLER: Cities Service Oil Company

BUYER: \_\_\_\_\_  
Signature

BY: \_\_\_\_\_  
Attorney in Fact

PRINT NAME IN MANNER TO BE SHOWN IN  
DEED OF CONVEYANCE. (IF A COR-  
PORATION, NOTE THE STATE OF INCOR-  
PORATION.)

Dated the \_\_\_\_\_ Day of \_\_\_\_\_,

TELEPHONE NUMBER \_\_\_\_\_

19 \_\_\_\_\_.

Dated the \_\_\_\_\_ Day of \_\_\_\_\_,

19 \_\_\_\_\_.

#### Property Description

*lots 214 and 215 together with the South  
20 feet of Lot 213, all in Lewis Addition  
to the City of Fort Wayne, Indiana.*

RIDER No. 1 — To Contract for Sale and Purchase of Real Estate

Seller: Cities Service Oil Company

Buyer:

Board of Public Works  
City of Fort Wayne Ind.

Property No.:

13-003-002

**Sale of Personal Property - Bill of Sale**  
**and Release of Liability**

It is agreed the purchase price includes all underground tanks, underground equipment and hoists, if any, presently installed on the demised premises and that Buyer will accept a Bill of Sale and execute a Release of Liability waiving all liability against Seller for said personal property, at the time of closing, in the form contained on the reverse side of this Rider.



## BILL OF SALE

THIS INDENTURE WITNESSETH, that CITIES SERVICE OIL COMPANY, a Delaware corporation, hereinafter called the Seller, has this day bargained and sold, and does hereby bargain, sell, transfer, set over, and assign to Board of Public Works of City of Fort Wayne, Indiana hereinafter called the Buyer, for the sum of one Dollars (\$ 1.00) in hand paid, receipt whereof is hereby acknowledged, the following personal property, viz:

1 - left.

the said personal property being installed upon or located at: 1831 Lafayette  
in the City of Fort Wayne State of Indiana

The Seller herein does hereby covenant with the Buyer that it is the lawful owner of the said personal property, that said personal property is free from all encumbrances, that the Seller has good right to sell the same as aforesaid, and that it will warrant and defend the same against the lawful claims and demands of all persons, it being understood and agreed this warranty extends only to the Seller's title to said personal property and that the Seller does not either expressly or impliedly warrant or guarantee the materials, workmanship or completeness of said personal property nor its fitness or condition for any purpose.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

CITIES SERVICE OIL COMPANY

By \_\_\_\_\_  
Title

## RELEASE OF LIABILITY

The undersigned who is the owner of the real estate upon which is located the property described in the foregoing Bill of Sale, in consideration that Seller has at the request of the undersigned, allowed said personal property to remain on said real estate and has executed said Bill of Sale, hereby releases said Seller from all responsibility because of its failure to remove same, whatever the present condition thereof; and the undersigned assumes full control and responsibility in respect thereto, after this date.

It is understood that inflammable or explosive gases may be present in the tanks. Buyer accepts all risks in connection therewith and agrees to indemnify Seller from all claims and liability for injury to, or death of, persons or damage to property resulting therefrom or from Buyer's removal, handling, or use of the said personal property, together with reasonable attorney's fees.

EXECUTED, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

\_\_\_\_\_(BUYER)

\_\_\_\_\_(BUYER)

RIDER No. I — To Contract for Sale and Purchase of Real Estate

Seller: Cities Service Oil Company

Buyer:

Board of Public Works  
City of Fort Wayne Ind.

Property No.:

13-003-002

Sale of Personal Property - Bill of Sale  
and Release of Liability

It is agreed the purchase price includes all underground tanks, underground equipment and hoists, if any, presently installed on the demised premises and that Buyer will accept a Bill of Sale and execute a Release of Liability waiving all liability against Seller for said personal property, at the time of closing, in the form contained on the reverse side of this Rider.



124  
TITLE OF ORDINANCE SPECIAL ORDINANCE - REAL ESTATE SALE & PURCHASE CONTRACT - CITGO

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

8-77-07-26  
SYNOPSIS OF ORDINANCE REAL ESTATE SALE AND PURCHASE CONTRACT WITH CITGO FOR THE

PROPERTY LOCATED AT 1831 SOUTH LAFAYETTE STREET.

EFFECT OF PASSAGE USE OF PROPERTY FOR TESTING LABORATORY OF THE TECHNICAL SERVICES

OF THE CITY OF FORT WAYNE.

EFFECT OF NON-PASSAGE MAINTAIN PRESENT LABORATORY LOCATED AT SHERMAN & PAPE, WHICH  
IS CROWDED, SMALL 12 X 24 FEET AND EXPANSION WOULD ENTAIL LARGE EXPENSE ON CITY'S PART.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$18,250. FROM CITY UTILITIES

ASSIGNED TO COMMITTEE \_\_\_\_\_